

Real Estate Purchase and Sale Agreement

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is made and entered into as of this ____ day of November, 2022 (“**Effective Date**”), by and between VTRE Development, LLC, a Delaware limited liability company (“**Seller**”), and the City of Peoria, Arizona, an Arizona municipal body politic and corporate in perpetuity (“**Purchaser**”). By virtue of its execution the Joinder and Acceptance to this Agreement, First American Title Insurance Company, a Nebraska corporation, agrees to act as escrow agent under this Agreement in accordance with the terms and conditions of such Joinder and Acceptance.

Recitals

A. Seller holds an option to purchase that certain parcel of vacant land (“**Land**”) containing approximately 20.75 gross acres, and located at the northwest corner of 75th Avenue and Golden Lane, Peoria, Maricopa County, Arizona. The legal description of the Land is set forth on Exhibit A attached hereto and made a part hereof, and the Land is generally depicted (as the “Development Parcel”) on Exhibit B attached hereto and made a part hereof. The Land, together with all easements and appurtenances and all estates and rights in, to and with respect to the Land and any and all improvements thereon, is herein collectively called the “**Property**.”

B. Seller desires to exercise its option to purchase all of the Property and subsequently sell, convey and assign all of the Property to Purchaser, and Purchaser desires to purchase, accept and assume all of the Property from Seller, upon and subject to all of the terms and conditions of this Agreement.

Agreements

Now, therefore, for and in consideration of the foregoing Recitals, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement, as if fully set forth herein.

2. Agreement to Sell and Purchase Property; Purchase Price; Payment of Purchase Price; Earnest Money; Future Storm Water Drainage Obligations; Irrigation Easement.

(a) Agreement to Sell and Purchase Property. Seller will sell and convey all of the Property to Purchaser, and Purchaser will purchase all of the Property from Seller, for the Purchase Price (as such term is defined in Section 2(a) hereof) and subject to the terms and conditions herein set forth.

(b) Purchase Price and Earnest Money; Payment of Purchase Price and Earnest Money. Subject to prorations and adjustments under this Agreement, Purchaser will pay to Seller a purchase price for the Property (“**Purchase Price**”) equal to \$3,500,000.00. The Purchase Price will be payable, by wire transfer or otherwise in immediately available funds, as follows:

- (i) Within three business days after the Effective Date, Purchaser will deposit the sum of \$25,000.00 as earnest money (“**Earnest Money**”) into an escrow with First American Title Insurance Company (“**Title Company**”), as escrow agent, in accordance with Sections 2(c) and 8(a) hereof, at the Title Company’s office located at Suite 300, 2425 East Camelback Road, Phoenix, Arizona 85016.
- (ii) At the Closing (as such term is defined in Section 4(a) hereof), (A) all of the Earnest Money (including, without limitation, any and all interest thereon) will be paid to Seller and therefore credited against the Purchase Price for the benefit of Purchaser; and (B) Purchaser will pay to Seller the entire balance of the Purchase Price (*i.e.*, the Purchase Price, less all

of the Earnest Money and all interest thereon), plus or minus adjustments and prorations hereunder.

(c) Earnest Money. The Earnest Money will be deposited in escrow with the Title Company in accordance with the provisions of Section 8(a) hereof. At Purchaser's sole option and risk, Seller and Purchaser will direct the Title Company to invest the Earnest Money in a commercially reasonable interest-bearing account of a federally-insured depository selected by Purchaser. Subject to any provision of this Agreement expressly requiring a different use, the Earnest Money (and all interest accrued thereon) shall be applied by Escrow Agent toward the payment of the Purchase Price at the Closing.

(d) Future Storm Water Drainage Obligations. Seller and Purchaser acknowledge and agree that (i) Purchaser is acquiring the Property in order to construct a regional stormwater detention basin thereon ("**Detention Basin**"), and for such other uses as are within the scope of the Sole Permitted Uses (as such term is defined in Section 3(b) hereof); (ii) the Detention Basin must be designed and operated so as to limit the storm water runoff flowing to the south to no more than 150 cubic feet per second ("**Maximum Storm Discharge**"); and (iii) an affiliate of Seller previously acquired title to the parcel of property immediately south of the Property across Golden Lane identified as Maricopa County APN 142-20-003G (the "**Development Parcel**"), and in accordance with Purchaser's engineering requirements, is developing the Development Parcel with drainage facilities designed to accept the Maximum Storm Discharge. The Development Parcel is depicted on Exhibit B. As part of the consideration for Seller's conveyance of the Property to Purchaser under this Agreement, Purchaser, on behalf of itself and its successors and assigns (including, without limitation, any and all governmental or quasi-governmental bodies or authorities acting for or with Purchaser), agrees that (1) prior to the commencement of any construction activities on the Property in connection with the Detention Basin, Purchaser will provide Seller with copies of all construction plans with respect thereto in order to assure Seller that the foregoing requirements therefor will be fully satisfied; and (2) from and after the Closing, the "**Drainage Limited Parcels**," which are collectively depicted on Exhibit B and for all purposes of this Agreement include, without limitation, the Development Parcel, will be obligated to continue the drainage facilities then being (or, if applicable, then having been) installed on the Development Parcel, Purchaser having no responsibility for stormwater flows in excess of the Maximum Storm Discharge until the Detention Basin is constructed. Seller's and Purchaser's foregoing respective rights and obligations will run with the land, will be binding on and will inure to the benefit of, as the case may be, their respective successors and assigns, and will be set forth in a written agreement ("**Storm Water Drainage Agreement**") to be executed, delivered and recorded at the Closing with respect to the Property and each of the Drainage Limited Parcels. Seller and Purchaser, each acting reasonably and in good faith, will agree on the final form of the Storm Water Drainage Agreement during the Due Diligence Period.

(e) Irrigation Easement. At the Closing, an irrigation easement ("**Irrigation Easement**") will be executed, delivered and recorded against the Property in favor of the Development Parcel, in order to permit the continued operation of the irrigation channel that starts on the Property and runs south across the Development Parcel and serves agricultural property to the south of the Development Parcel. Seller and Purchaser, each acting reasonably and in good faith, will agree on the final form of the Irrigation Easement during the Due Diligence Period; provided, however, that the Irrigation Easement will be substantially similar to that certain Irrigation Easement Agreement, dated as of March 2, 2022, by PHI Deer Valley Industrial, LLC, an Arizona limited liability company, and Current Owner (as such term is defined in Section 16(m) hereof), recorded in the Maricopa County Recorder's Office on March 4, 2022, as Document No. 20220200381.

3. Investigations; Due Diligence; Purchaser Termination Rights.

(a) Delivery of Due Diligence Materials. Subject to this Section 3(a), within five business days after the Effective Date, Seller will deliver to Purchaser, or will make reasonably available to Purchaser for review (if and to the extent that Seller has not heretofore delivered or made available), the following items (collectively, "**Due Diligence Materials**"):

- (i) a title insurance commitment ("**Title Commitment**") for a current form of ALTA owners title insurance policy ("**Title Policy**") for all of the Property, issued by the Title Company, showing fee simple title in Seller, together with electronic links to all documents of record referenced in the Title Commitment (to the extent that the Title Company is able to provide such links);

- (ii) a copy of the most recent survey of the Land that is in Seller's possession ("**Current Survey**"); and
- (iii) copies of any environmental, geotechnical or other similar reports, if and to the extent that the same relate exclusively to the Property and are within Seller's possession or reasonable control.

(b) Sole Permitted Uses; Investigations. Purchaser contemplates acquiring the Property for the sole purposes, and for no other purposes whatsoever (collectively, "**Sole Permitted Uses**"), of (i) constructing and thereafter operating thereon a regional stormwater detention basin thereon, and (ii) to the extent not used for the construction and operation of such regional stormwater detention basin, constructing and thereafter operating thereon administrative facilities, including, without limitation, vehicle storage or repair facilities, operations offices and other similar uses; provided, however, that in no event may any portion of the Property be used for (and in no event will the Sole Permitted Uses include) offices that serve the public on-site or any other use that is inconsistent with a commercial industrial development (which is the use intended for the larger so-called Peoria Logistics Park). The Sole Permitted Uses will be set forth in the Deed (as such term is defined in Section 9(a)(i) hereof). From the Effective Date through the Closing Date (as such term is defined in Section 4 hereof) and subject to this Section 3(b), Seller hereby grants to Purchaser, and its contractors, consultants, attorneys, accountants, brokers, agents, employees and other representatives who are directly involved in Purchaser's investigation and evaluation of the Property, access to all of the Property for the purpose of, and will reasonably cooperate in connection with, conducting such commercially reasonable tests, inspections and investigations with respect to the Property and the Sole Permitted Uses as Purchaser reasonably deems appropriate (collectively, "**Investigations**"). All Investigations will be at Purchaser's sole cost and expense. Purchaser will obtain and maintain a policy of commercial general liability insurance (covering all of the activities undertaken as part of the Investigations) with limits of not less than \$2,000,000.00 combined single limit for injury to or death of one or more persons in a single occurrence, and for damage to tangible property (including loss of use) in a single occurrence, including contractual liability, which policy will include Current Owner and its partners, owners and officers, Seller, VanTrust Real Estate, LLC, a Delaware limited liability company that is affiliated with Seller, and their respective affiliates, as additional insureds. Among other things, such insurance will contain a provision that it is primary and non-contributing with any other insurance available to any one or more of the aforesaid additional insureds with respect to the actions of Purchaser or its contractors, consultants, attorneys, accountants, brokers, agents, employees and other representatives. Purchaser will provide to Seller a certificate or other commercially reasonable evidence of such insurance before conducting any Investigations (regardless of whether on the Land). Further, Purchaser will notify Seller, in writing, at least one business day prior to entering the Land and prior to the performance of any Investigations that constitute physically invasive tests (such as soil borings) on the Land, and will permit a representative of Seller to accompany any such invasive testing. Any such entry onto the Land (including, without limitation, for the purpose of performing any physically invasive testing) will be subject to the prior written consent of Current Owner and Seller, which consent will not be unreasonably withheld, conditioned or delayed. Purchaser will reasonably coordinate with Current Owner and Seller prior to all entries onto the Land to avoid damage to farm crops being grown thereon or unreasonable interference with irrigation and harvesting schedules for crops or other agricultural operations on the Land. Purchaser will reasonably compensate Current Owner or its lessees for any damages caused by Purchaser or its contractors, consultants, attorneys, accountants, brokers, agents, employees and other representatives to Current Owner or its lessees' crops. In addition, Purchaser will notify Seller, in writing, at least one business day prior to the performance of any Investigations (including, without limitation, by any of Purchaser's consultants) that could give rise to a lien claim against or with respect to the Property, or any portion, thereof, and will cooperate with Seller in connection with Seller's filing or recording any notices (such as notices of non-responsibility) under applicable law to protect against lien claims by any third parties. Purchaser will indemnify, defend and hold harmless Seller from and against any damage, cost, loss, liability, charge, claim or lien arising from any such entry or the conduct of any Investigations, or any activities in connection therewith, including, without limitation, any and all Investigations or activities of Purchaser or its contractors, consultants, attorneys, accountants, brokers, agents, employees and other representatives. Purchaser's obligations under this Section 3(b) will survive the termination of this Agreement and the Closing and delivery of the Deed, and Current Owner will be a third party beneficiary of all of Purchaser's obligations under this Section 3(b).

(c) Due Diligence Period. The "**Due Diligence Period**" will commence on the Effective Date and continue through the date that is 30 days after the Effective Date. If the Due Diligence Period expires on a Friday,

Saturday, Sunday or a holiday in the State of Arizona, then the expiration of the Due Diligence Period will be the next business day thereafter.

(d) Purchaser Termination Rights. Anything in this Agreement to the contrary notwithstanding, Purchaser may, in its sole and absolute discretion, and for any reason or reasons or for no reason whatsoever, terminate this Agreement by delivering written notice of such termination to Seller at any time during the Due Diligence Period. In the event of any such termination during the Due Diligence Period, all of the Earnest Money, and all of the interest accrued thereon, will be promptly paid to Purchaser.

4. Closing; Closing Date. The consummation of the purchase and sale (“**Closing**”) of the Property under this Agreement will occur on the date (“**Closing Date**”) that is the earlier of (a) 30 days after the expiration of the Due Diligence Period, or (b) December 15, 2022, or such other date as Purchaser and Seller may mutually agree in writing. If the initially scheduled Closing Date does not fall on a business day, then the Closing Date will be the next business day thereafter.

5. Title Insurance; Title Endorsements; Survey.

(a) Title Insurance. The Title Commitment (to be delivered to Purchaser pursuant to Section 3(a)(i) hereof) may initially be in a nominal amount, but will be increased upon the issuance of the Title Policy to an amount equal to the Purchase Price. Purchaser will pay the premium for the standard base Title Policy, as well as the premiums for all extended coverage and for all other endorsements with respect to the Title Policy; provided, however, that Seller will pay the premiums for any endorsements required in order for Seller to fulfill Seller’s Mandatory Cure Obligation (as such term is defined in Section 5(c) hereof).

(b) Survey. In addition to the Current Survey (to be delivered to Purchaser pursuant to Section 3(a)(ii) hereof), Purchaser, at its sole cost and expense, may order a separate plat of survey (“**Survey**”) of all of the Property, which has been (i) prepared by a registered land surveyor duly licensed in the State of Arizona, and (ii) certified to Purchaser, the Title Company and Purchaser’s lender, if any, as having been prepared in compliance with the Minimum Standard Detail Requirements for Class A Land Title Surveys (jointly established by ALTA/NSPS, as adopted in 2021) and sufficient for the deletion of all survey-related general exceptions under the Title Policy and to include such Table A Items as Purchaser or its lender may require. In the event that Purchaser elects not to obtain the Survey, then any survey-related exceptions on the Title Commitment or the Title Policy will conclusively be deemed to be Permitted Encumbrances (as such term is defined in Section 5(c) hereof) for all purposes of this Agreement.

(c) Objectionable Matters; Unpermitted Encumbrances. If the Title Commitment shows, or the Survey discloses, any matters that are objectionable to Purchaser, in its sole and absolute discretion, then Purchaser will notify Seller thereof, in writing, on or before the expiration of the Due Diligence Period, specifying the matters to which Purchaser objects (collectively, “**Objectionable Matters**”). In such event, within 10 business days of notice, Seller will deliver to Purchaser written notice of which, if any, of the Objectionable Matters that Seller will cause to be insured or removed on or before the Closing; provided, however, that Seller will be under no obligation whatsoever to cause any of the Objectionable Matters to be insured or removed, other than as required by Seller’s Mandatory Cure Obligation. Any Objectionable Matters that have been insured or removed on or before the expiration of the Due Diligence Period (or that Seller has notified Purchaser, in writing, will be insured or removed on or before the Closing) will be “**Unpermitted Encumbrances**.” Any matters that are shown on the initially issued Title Commitment or disclosed on the initially prepared Survey, and in each case to which Purchaser does not timely object as provided in this Section 5(c) or that Seller has not notified Purchaser, in writing, will be insured or removed on or before the Closing, will be “**Permitted Encumbrances**.” Anything in this Section 5(c) or elsewhere in this Agreement to the contrary notwithstanding, all mortgages, deeds of trust, deeds to secure debt, assignments of leases and rents, security agreements, financing statements, and other financing-related or construction-related liens on the Property, in all cases only if and to the extent the same have been made by, through or under Seller, and all tax liens (other than the lien of real property taxes not yet due and payable), will conclusively be deemed to be Unpermitted Encumbrances and will be insured or removed by Seller, at its sole cost and expense, at or before the Closing (such obligation of Seller to insure or remove such items is herein called “**Seller’s Mandatory Cure Obligation**”).

6. Representations and Warranties of Seller: As Is/Where Is Transaction.

(a) Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that all of the following are true and correct on and as of the Effective Date, and will continue to be true and correct as of the Closing Date, which representations and warranties will survive the termination of this Agreement and the Closing and delivery of the Deed for a period of six months (“**Survival Period**”):

- (i) Seller is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware. All requisite action (as required under its organizational governance documents, or by applicable law) has been taken, or (as applicable) will be taken by the Closing Date, by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. Other than the Option Agreement (as such term is defined in Section 16(m) hereof), no further consent of any creditors, partners, members, managers, directors, officers or shareholders, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of Seller’s obligations hereunder. Each individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed on behalf of Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
- (ii) To Seller’s Knowledge, other than Purchaser’s threat to condemn the Property directed to Current Owner dated September 19, 2022, there are no condemnation or eminent domain proceedings and no negotiations for purchase in lieu of condemnation that pertain to the Property or any portion thereof, which are pending, threatened or contemplated. The term “**Seller’s Knowledge**” means the actual knowledge, without independent inquiry or investigation, of Keith L. Earnest, an officer of an affiliate of Seller, and without any personal liability, and except for any contrary or inconsistent facts or circumstances of which Purchaser, or any one or more of its employees, agents or contractors, has actual knowledge.
- (iii) Seller is not a party to any agreement, contract or commitment to sell, convey, let, assign, transfer, or provide rights of first refusal or other similar rights with respect to, or otherwise dispose of, the Property or any portion thereof, or any interest therein or occupancy right thereto, other than the Option Agreement, this Agreement and the Permitted Encumbrances.
- (iv) To Seller’s Knowledge, there is no action, proceeding or investigation pending or threatened against Seller, or with respect to the Property or any portion thereof, before any court or governmental department, commission, board, agency or instrumentality.
- (v) To Seller’s Knowledge, (A) Seller has not received notice of any; and (B) there are no, pending or contemplated special assessments, tax appeals or tax classification changes relating to any of the Property or any portion thereof.
- (vi) No leasing, sales or other broker’s fees or commissions of any nature will be or become due or owing after the Closing Date to any person, firm, corporation or entity claiming by, through or under Seller.
- (vii) To Seller’s Knowledge, there are no Hazardous Materials located at, on or under the Property, or any portion thereof, in violation of any applicable laws. The term “**Hazardous Materials**” will mean any hazardous substances or hazardous materials, the presence of

which would subject an owner or occupant to civil or criminal penalties or damages, or responsibility for clean-up of such substances under applicable laws, including, without limitation, any material or substance that is:

- (A) a “hazardous waste,” a “toxic waste,” a “hazardous substance,” a “toxic substance,” an “extremely hazardous waste,” a “restricted hazardous waste,” a “chemical substance,” or a “hazardous chemical,” as such terms are defined under any environmental laws, ordinances or regulations governing or controlling the Property or any portion thereof;
 - (B) petroleum or petroleum waste, including, without limitation, crude oil or any petroleum derived substance or constituent of any such petroleum substance or waste;
 - (C) asbestos or asbestos containing materials;
 - (D) polychlorinated biphenyl;
 - (E) radioactive material; or
 - (F) pesticides.
- (viii) To Seller’s Knowledge, there are no (A) orders from or agreements with any governmental authority or private party or any judicial or administrative proceedings or investigations, whether pending or threatened, respecting any environmental requirements under any applicable laws relating to the Property or any portion thereof, or (B) pending or threatened claims or matters involving material liabilities, obligations or costs arising from the existence, release or threatened release of any Hazardous Materials at, on or under the Property.

If at any time prior to the Closing Date, either Seller or Purchaser learns of any material inaccuracy in any of the foregoing representations or warranties, it will promptly notify the other party thereof, in writing. Seller will then have the right, but not the obligation and at no cost or expense to Seller, prior to the later of the then-scheduled Closing Date or the 10th business day after delivery of the written notification (by either Seller or Purchaser), to attempt to cure such inaccuracy. During the time period described in the immediately preceding sentence, Seller will notify Purchaser, in writing, either that (1) Seller will not attempt to effect a cure of the inaccuracy, (2) Seller had attempted to cure, but was unable to do so, or (3) Seller has cured the inaccuracy (which cure may include, without limitation, notifying Purchaser of a fact or circumstance of which Seller did not previously have knowledge). Seller’s failure to deliver such written notification will be deemed to mean that the inaccuracy has (and will) not be cured by Seller (either under the foregoing clause (1) or (2)). If the inaccuracy has not been cured within the foregoing time period, then Purchaser may elect, in its sole and absolute discretion and as its sole and exclusive remedy, either to (1) agree with Seller on an alternative curative measure that is acceptable to Seller and the City Manager or designee; or (2) waive the breach and proceed to consummate the transaction contemplated under this Agreement, without any deduction from or adjustment to the Purchase Price; or (3) terminate this Agreement and receive a prompt refund of all of the Earnest Money and any and all interest earned thereon (even if such termination is after the expiration of the Due Diligence Period). Any and all suits or actions for or in connection with a breach of any of the foregoing representations or warranties of Seller must be filed or otherwise formally instituted within 60 days after the expiration of the Survival Period, following which all such suits and actions will be forever barred. Anything in this Section 6 or elsewhere in this Agreement to the contrary notwithstanding, Seller will have no liability whatsoever with respect to a breach of any of its representations and warranties in this Agreement if prior to the Closing, Purchaser (or any of its managers, attorneys, or agents) has or obtains actual knowledge of a fact or circumstance, the existence of which would constitute a breach of Seller’s representations and warranties, and Purchaser nonetheless proceeds to Closing without exercising its aforesaid right of termination. In such event, each such representation and warranty of Seller will be deemed to have been amended to conform with the actual knowledge of Purchaser as of the Closing Date, and Seller will have no liability whatsoever for such previously inaccurate representations or warranties. For all purposes of this Agreement, Purchaser will be deemed to have actual knowledge of all facts and circumstances set forth, referenced or otherwise

disclosed in any of the Due Diligence Materials or other materials obtained by Purchaser, including, without limitation, any environmental assessment or other report received by Purchaser.

(b) As Is/Where Is Transaction. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED AND DELIVERED BY SELLER AT CLOSING (INCLUDING, WITHOUT LIMITATION, SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6(a) HEREOF, AND THE DEED), SELLER AND PURCHASER ACKNOWLEDGE AND AGREE AS FOLLOWS (THE FOREGOING EXCEPTION CLAUSE MODIFYING ALL OF THE FOLLOWING):

- (I) SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS OR REGULATIONS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (A) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, AND (B) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY;
- (II) PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER;
- (III) PURCHASER REPRESENTS THAT IT (EITHER ALONE OR TOGETHER WITH ITS REPRESENTATIVES AND CONSULTANTS) IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND KNOWLEDGE AND THAT OF PURCHASER'S REPRESENTATIVES AND CONSULTANTS IN PURCHASING THE PROPERTY;
- (IV) PURCHASER HAS CONDUCTED (OR HAS BEEN GIVEN AMPLE OPPORTUNITY TO CONDUCT) SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, AND WILL RELY UPON THE SAME; AND
- (V) UPON CLOSING, PURCHASER WILL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS.

SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY SELLER OR BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED AND DELIVERED BY SELLER AT THE CLOSING. THE TERMS AND CONDITIONS OF THIS SECTION 6(b) WILL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND THE CLOSING AND DELIVERY OF THE DEED.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller that all of the following are true and correct on and as of the Effective Date, and will continue to be true and correct as of the Closing Date, which representations and warranties will survive the termination of this Agreement and the Closing and delivery of the Deed for the Survival Period:

- (a) Purchaser is an Arizona municipal body politic and corporate in perpetuity duly organized and validly existing and in good standing under the laws of the State of Arizona. All requisite action (as required under its organizational governance documents, or by applicable law) has been taken, or (as applicable) will be taken by the Closing Date, by Purchaser in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. No further consent of any creditors, partners, members, managers, directors, officers or shareholders, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of Purchaser's obligations hereunder. Each individual executing this Agreement and the instruments referenced herein on behalf of Purchaser has the legal power, right and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed on behalf of Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
- (b) To the actual knowledge, without independent inquiry or investigation, of Purchaser, there is no action, proceeding or investigation pending or threatened against Purchaser before any court or governmental department, commission, board, agency or instrumentality with respect to the Property or any portion thereof, or that would materially impair Purchaser's obligations under this Agreement.

8. Escrow; Gap Closing.

(a) Earnest Money Deposit. Purchaser will deposit the Earnest Money hereunder with the Title Company as escrow agent, in accordance with the Title Company's customary strict joint order escrow instructions. The Earnest Money will be held by the Title Company in escrow in an interest-bearing account (if Purchaser so requests), and the Title Company will dispose thereof only in accordance with such instruction and the provisions of this Agreement.

(b) Closing. The Closing hereunder will be a customary escrow closing with the Title Company as escrow agent, in accordance with the general provisions of the usual form of escrow agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement ("**Closing Escrow**"). Seller and Purchaser hereby authorize their respective attorneys to sign the Closing Escrow agreement on behalf of their respective clients. The Purchase Price will be deposited in the Closing Escrow, and the payment thereof and the delivery of the Deed will be made through the Closing Escrow. The cost of the Closing Escrow will be divided equally between Seller and Purchaser.

9. Closing. Provided that all conditions of closing hereunder have been satisfied, the Closing will occur at the offices of the Title Company on the Closing Date; provided, however, that neither Seller nor Purchaser nor their respective attorneys will be required to attend in person. On the Closing Date (or earlier, if so required by the Closing Escrow agreement):

- (a) Seller's Deliveries. Seller will execute and deliver the following to the Title Company for delivery to Purchaser on the Closing Date:
 - (i) Seller's special warranty ("**Deed**") in the form set forth on Exhibit C attached hereto and made a part hereof, and including, without limitation, a restrictive covenant that limits the use of the Property solely and exclusively to the Sole Permitted Uses, which restrictive covenant will run with and bind the Property and all of Purchaser's successors and assigns, signed by Seller or Seller's agent;

- (ii) A counterpart of the Storm Water Drainage Agreement in recordable form signed by Seller or Seller's agent;
 - (iii) A counterpart of the Irrigation Easement in recordable form signed by Seller or Seller's agent;
 - (iv) If applicable an Affidavit of Property Value, and any other transfer tax or similar declarations required under applicable law (including, without limitation, City ordinance or code), signed by Seller or Seller's agent in the form required pursuant to applicable law;
 - (v) A counterpart of a closing or settlement statement signed by Seller or Seller's agent;
 - (vi) If required by the Title Company, an owner's affidavit duly executed and acknowledged by Seller in form and content required by the Title Company;
 - (vii) A "FIRPTA" affidavit conforming to the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto, and if Seller fails to furnish such FIRPTA affidavit, Purchaser may withhold from the Purchase Price an amount sufficient to comply with the provisions of such Section; and
 - (viii) Such other documents as may be reasonably necessary or proper to comply with this Agreement or required (by the Title Company or otherwise) to carry out its terms.
- (b) Purchaser's Deliveries. Purchaser will execute and deliver the following to the Title Company for delivery to Seller (except as otherwise provided below) on the Closing Date:
- (i) The balance of the Purchase Price (*i.e.*, after taking into account a credit for the Earnest Money and any and all interest earned thereon), and plus or minus prorations and adjustments under this Agreement, by wire transfer or otherwise in immediately available funds;
 - (ii) A counterpart of the Storm Water Drainage Agreement in recordable form signed by Purchaser or Purchaser's agent;
 - (iii) A counterpart of the Irrigation Easement in recordable form signed by the title holder of the Development Parcel or its agent;
 - (iv) If applicable, an Affidavit of Property Value, and any other transfer tax or similar declarations required under applicable law, signed by Purchaser or Purchaser's agent in the form required pursuant to applicable law;
 - (v) A counterpart of a closing or settlement statement signed by Purchaser or Purchaser's agent; and
 - (vi) Such other documents as may be reasonably necessary or proper to comply with this Agreement or required (by the Title Company or otherwise) to carry out its terms.

10. Prorations of General Real Estate Taxes; Closing Costs.

- (a) Prorations of General Real Estate Taxes and Other Charges. At the Closing, general real estate taxes for the Land (including, without limitation, *as valorem* taxes), general and special assessments, and other expenses

and charges with respect to the Property, will be prorated as of the Closing Date, on the basis of 100% of the then most recent ascertainable tax bills (as applicable); provided, however, that if any of such taxes will not be payable by Purchaser after the Closing, then there will be no proration thereof. Such proration will be final and binding on Seller and Purchaser, and there will be no re-proration of such general real estate taxes, general or special assessments, or other expenses and charges.

(b) Pending Tax Contests. From and after the Effective Date, Seller will not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property or any portion thereof, without the prior written consent of Purchaser, which consent will not be unreasonably withheld, conditioned or delayed. Real estate tax assessment reductions, tax refunds and credits received after the Closing Date, which are attributable to the tax year during which the Closing Date occurs, will be prorated between Seller and Purchaser, which right and obligation will survive the termination of this Agreement and the Closing and delivery of the Deed.

(c) Closing Costs; Transfer Taxes. Seller will pay the cost to record the Deed, and all real estate transfer taxes (if any) imposed by an applicable governmental authority with respect to the sale of the Property hereunder. Further, each of Seller and Purchaser will bear all of its own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated herein (other than as set forth in Section 16(k) hereof). All other costs and expenses relating to the transaction contemplated herein will be paid as set forth in this Agreement or, if not set forth, in accordance with the customary practice in Maricopa County, Arizona.

11. Conditions of Closing.

(a) Purchaser's Closing Conditions. The obligation of Purchaser to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

- (i) Purchaser or the Title Company, as applicable, will have received the items set forth in Section 9(a) hereof;
- (ii) All representations and warranties of Seller will be true and correct as of the Closing Date; and
- (iii) Seller will have complied with and fulfilled all terms and conditions of this Agreement.

(b) Purchaser's Right to Terminate. In the event any of the conditions set forth in Section 11(a) hereof has not been fulfilled or expressly waived in writing by Purchaser, then in addition to any other remedy available to Purchaser (but subject to Seller's cure rights under Section 12(a) hereof), Purchaser may terminate this Agreement by giving written notice to Seller on or before the Closing Date. In the event of any such termination, Purchaser will receive a prompt refund of all of the Earnest Money and any and all interest earned thereon (even if such termination is after the expiration of the Due Diligence Period).

(c) Seller's Closing Conditions. The obligation of Seller to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

- (i) Seller or the Title Company, as applicable, will have received the items set forth in Section 9(b) hereof;
- (ii) All representations and warranties of Purchaser will be true and correct as of the Closing Date; and
- (iii) Purchaser will have complied with and fulfilled all terms and conditions of this Agreement.

(d) Seller's Right to Terminate. In the event any of the conditions set forth in Section 11(c) hereof has not been fulfilled or expressly waived in writing by Seller, then in addition to any other remedy available to Seller (but subject to Purchaser's cure rights under Section 12(b) hereof), Seller may terminate this Agreement by giving

written notice to Purchaser on or before the Closing Date. In the event of any such termination, all of the Earnest Money and all interest earned thereon will be paid to Seller.

12. Default.

(a) Default by Seller. IF SELLER BREACHES ITS OBLIGATION TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT, OR OTHERWISE DEFAULTS IN ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT, AND SUCH BREACH OR OTHER DEFAULT CONTINUES FOR TWO BUSINESS DAYS AFTER PURCHASER'S DELIVERY TO SELLER OF WRITTEN NOTICE THEREOF, THEN PURCHASER'S SOLE AND EXCLUSIVE REMEDY WILL BE EITHER TO: (I) TERMINATE THIS AGREEMENT BY DELIVERY OF WRITTEN NOTICE TO SELLER AND THE TITLE COMPANY, IN WHICH CASE THE TITLE COMPANY WILL RETURN THE EARNEST MONEY AND ANY AND ALL ACCRUED INTEREST THEREON TO PURCHASER, WHEREUPON THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS WITH RESPECT TO EACH OTHER OR THIS AGREEMENT, EXCEPT THOSE THAT ARE EXPRESSLY PROVIDED IN THIS AGREEMENT TO SURVIVE THE TERMINATION HEREOF; OR (II) CONTINUE THIS AGREEMENT AND SEEK SPECIFIC PERFORMANCE OF SELLER'S OBLIGATIONS HEREUNDER, PROVIDED, HOWEVER, THAT ANY SUCH ACTION FOR SPECIFIC PERFORMANCE MUST BE COMMENCED WITHIN 60 DAYS AFTER SUCH DEFAULT (FAILING WHICH PURCHASER WILL BE DEEMED CONCLUSIVELY TO HAVE WAIVED THE RIGHT TO INSTITUTE SUCH ACTION). SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT THE PROPERTY IS EACH UNIQUE IN NATURE AND A BREACH BY SELLER IN ITS OBLIGATION TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT WILL MATERIALLY AND IRREPARABLY INJURE, AND RESULT IN THE SUFFERING OF A MATERIAL LOSS BY, PURCHASER, AND THAT SUCH INJURY AND LOSS CANNOT BE FULLY OR ADEQUATELY COMPENSATED BY THE PAYMENT OF MONEY OR BY AN AWARD OF DAMAGES. EACH PARTY THEREFORE ACKNOWLEDGES AND AGREES THAT IF SELLER SHOULD BREACH ITS OBLIGATIONS TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY HEREUNDER, PURCHASER WILL BE ENTITLED TO THE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

(b) Default by Purchaser. IF PURCHASER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT AND SUCH BREACH CONTINUES FOR TWO BUSINESS DAYS AFTER SELLER'S DELIVERY TO PURCHASER OF WRITTEN NOTICE THEREOF, THEN SELLER'S SOLE AND EXCLUSIVE REMEDY WILL BE TO TERMINATE THIS AGREEMENT AND RECEIVE ALL OF THE EARNEST MONEY AND ANY AND ALL ACCRUED INTEREST THEREON AS LIQUIDATED DAMAGES. SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER MAY SUFFER IN THE EVENT PURCHASER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY HEREUNDER. SELLER AND PURCHASER THEREFORE AGREE THAT A REASONABLE PRESENT ESTIMATE OF THE NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT PURCHASER BREACHES SUCH OBLIGATION IS AN AMOUNT OF MONEY EQUAL TO ALL OF THE EARNEST MONEY AND ALL ACCRUED INTEREST THEREON, WHICH WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES. IF PURCHASER DEFAULTS IN ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT, AND SUCH DEFAULT CONTINUES FOR TWO BUSINESS DAYS AFTER SELLER'S DELIVERY OF WRITTEN NOTICE THEREOF, THEN SELLER WILL BE ENTITLED TO ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY WITH RESPECT THERETO.

13. Condemnation. In the event that, between Effective Date and the Closing Date, any condemnation or eminent domain proceedings are instituted that might result in the taking of all or any material portion of the Property, Seller will promptly notify Purchaser in writing of such occurrence, and thereupon Purchaser may elect (in its sole and absolute discretion) to:

- (a) terminate this Agreement, in which event all rights and obligations of the parties hereunder will cease with respect to the Property, and Purchaser will receive a prompt refund of all of the Earnest Money and all interest earned thereon (even if such termination is after the expiration of the Due Diligence Period); or

- (b) elect to consummate the subject transaction and require Seller to deliver to Purchaser a duly executed assignment, in form and substance reasonably satisfactory to Purchaser, of proceeds payable as a result of Seller's right to receive any condemnation award.

Purchaser will have five business days after the date of its receipt of written notice of such institution of proceedings within which to exercise its rights under this Section 13. If the Closing is scheduled to occur within such five-business day period, the Closing will be delayed until Purchaser makes such election, and if Purchaser elects to consummate the transaction, the Closing Date will be adjusted accordingly.

14. Covenants of Seller. Between the Effective Date and the Closing Date, Seller will:

- (a) not, without first obtaining the written consent of Purchaser, actively solicit, entertain or negotiate with respect to any offers for, the sale of the Property or any portion thereof;
- (b) exercise commercially reasonable efforts to comply with all laws, ordinances, regulations and restrictions affecting the Property or any portion thereof;
- (c) comply with the terms of all leases, licenses, easements and other similar encumbrances affecting the Property or any portion thereof; and
- (d) not create or permit to be created any lease, license, easement or other similar encumbrance in any way affecting the Property or any portion thereof.

15. Notices. Any notice or other communication in connection with this Agreement will be in writing and will be sent by United States certified mail, return receipt requested, postage prepaid, by a nationally recognized overnight courier guaranteeing next day delivery, by personal delivery or by electronic (e-mail) transmission, properly addressed as follows:

If to Seller: VTRE Development, LLC
Suite 880
2525 East Camelback Road
Phoenix, Arizona 85016
Attention: Keith L. Earnest, Executive Vice President
E-Mail: keith.earnest@vantrustre.com

with a copy to: VTRE Development, LLC
Suite 880
2525 East Camelback Road
Phoenix, Arizona 85016
Attention: Sandy Broadfoot, Executive Vice President, Legal
E-Mail: sandy.broadfoot@vantrustre.com

and with a copy to: O'Rourke, Hogan, Fowler & Dwyer, LLC
Suite 3700
10 South LaSalle Street
Chicago, Illinois 60603
Attention: W. Craig Fowler
E-Mail: wcfowler@ohfdlaw.com

If to Purchaser: City of Peoria, Arizona
8401 West Monroe Street
Peoria, Arizona 85345
Attention: Jeff Tyne, City Manager
E-Mail: jeff.tyne@peoriaaz.gov

with a copy to:

City of Peoria, Arizona
8401 West Monroe Street
Peoria, Arizona 85345
Attention: Vanessa P. Hickman, City Attorney
E-Mail: vanessa.hickman@peoriaaz.gov

All notices will be deemed given, delivered and received three business days following deposit in the United States mail with respect to certified or registered letters, one business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or by electronic (e-mail) transmission (with proof of delivery or transmission). Attorneys for each party will be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

16. Miscellaneous.

(a) Counterparts; Electronic Transmission. This Agreement may be executed in multiple counterparts, each of which will be effective upon delivery and, thereafter, will be deemed to be an original, and all of which will be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. Electronic signatures to this Agreement, whether digital or encrypted, via DocuSign or other digital signature program, will be as valid as original manual signatures and will be effective to bind the parties to this Agreement and have the same force and effect as manual signatures. Further, this Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments will be treated as original signatures. At the request of any party, any electronic or facsimile document is to be re-executed in original form by the parties who executed the electronic or facsimile document.

(b) Section Headings. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

(c) Entire Agreement; No Waiver. This written Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that can or will modify this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties.

(d) Severability. The unenforceability or invalidity of any provisions hereof will not render any other provisions herein contained unenforceable or invalid.

(e) Assignment. Seller may assign this Agreement or any of its rights hereunder to an entity controlling, controlled by or under common control with Seller. Purchaser may not assign this Agreement or any of its rights hereunder.

(f) Brokers. With respect to real estate brokers:

(i) Seller represents and warrants to Purchaser that Seller has not engaged or dealt with any broker or other person or entity that would be entitled to any brokerage fees or commissions with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Seller will indemnify, defend and hold harmless Purchaser with respect to any claim for the foregoing respective payments, which claims are made by any person or entity claiming to have been engaged by Seller, or claiming by, through or under Seller, so as to become entitled to any such fees or commissions.

(ii) Purchaser represents and warrants to Seller that Purchaser has not engaged or dealt with any broker or other person or entity who would be entitled to any brokerage fees or commissions with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Purchaser will indemnify, defend and hold harmless Seller with respect to any claim by any person or entity claiming to have

been engaged by Purchaser, or claiming by, through or under Purchaser, so as to become entitled to any such fees or commissions.

(g) Governing Law. This Agreement will be construed and enforceable in accordance with the laws of the State of Arizona, without application of its choice of law rules.

(h) Binding Nature. This Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

(i) Survival. Except if and to the extent expressly set forth in this Agreement, neither this Agreement nor any of the provisions, representations and warranties herein set forth will survive the termination of this Agreement and the Closing and delivery of the Deed.

(j) Time of Essence. Time is of the essence of this Agreement.

(k) Attorneys' Fees and Costs; Prevailing Party. In the event of any dispute regarding this Agreement or any claimed default or breach of the terms or conditions of this Agreement, the substantially prevailing party in any action related to such dispute will be entitled to recover reasonable costs and attorneys' fees incurred by such substantially prevailing party in connection with such dispute.

(l) Confidentiality. Subject to this Section 16(l) and to the extent permitted under applicable law, each of Seller and Purchaser will keep confidential, and will not directly or indirectly disclose, any of the terms and conditions of this Agreement, or any documents, materials or information that such party may obtain from the other party hereto with respect to the transactions contemplated by this Agreement (collectively, "**Confidential Information**"); provided, however, that Confidential Information may be disclosed to such party's brokers, lenders, attorneys, accountants and other consultants who have a legitimate need therefor for the sole purpose of evaluating or consummating the transactions contemplated hereby (and so long as such persons have been informed of the obligations under this Section 16(l) and have agreed to fulfill the same for the benefit of both of the parties to this Agreement). For purposes of this Section 16(l), Confidential Information will not include any document, material or information that (i) is already a matter of public knowledge (other than by reason of a breach of such party's obligations under this Section 16(l)); (ii) was acquired by such party from a source other than the other party, or the other party's employees, agents or representatives, in all cases without such party's actual knowledge that such information is subject to confidentiality or non-disclosure requirements; or (iii) upon the advice of such party's counsel, is the subject of, or is reasonably required in order to comply with, an order or direction of a court or other tribunal or authority having jurisdiction (in which case, such party will provide written notice thereof to the other party prior to any disclosure, and the other party will first have a reasonable opportunity to object to, and to take appropriate steps to prevent or limit, the disclosure of such information). Notwithstanding any provision in this agreement, Seller acknowledges and understands that Purchaser is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §39-121 *et seq*) and Seller agrees that the City has no liability to Seller for any disclosure thereunder.

(m) Seller's Acquisition of Property. Seller and Purchaser acknowledge and agree that Seller has an option to purchase the Property, but does not own the Property as of the Effective Date. Seller's right to purchase the Property is subject to that certain Option to Purchase Unimproved Property, dated as of June 23, 2020 ("**Option Agreement**"), by and between Seller and Emrland LLLP, an Arizona limited liability limited partnership ("**Current Owner**"). Seller will exercise its option to purchase the Property pursuant to and in accordance with the Option Agreement, and will thereafter use commercially reasonable efforts to obtain title to the Property pursuant to the Option Agreement prior to the Closing. If Seller has not acquired title to the Property (or is not acquiring title to the Property) from Current Owner by the Closing Date, then this Agreement will automatically terminate, and Purchaser will receive a prompt refund of all of the Earnest Money and any and all interest earned thereon, and neither Seller nor Purchaser will have any further rights or obligations under this Agreement (other than those that expressly survive the termination of this Agreement). Seller and Purchaser acknowledge and agree that Seller's failure to acquire title to the Property will not constitute a default by Seller for purposes of this Agreement.

[Signatures on following page]

In witness whereof, the parties hereto have caused this Agreement to be executed and delivered the day and the date first above written.

Seller:

VTRE Development, LLC, a Delaware limited liability company

By: _____
David M. Harrison, Manager

Purchaser:

City of Peoria, Arizona

By: _____
Jeff Tyne, City Manager

Attest:

By: _____
Lori Dyckman, City Clerk

Approved as to form:

By: _____
Vanessa P. Hickman, City Attorney

Joinder and Acceptance

First American Title Insurance Company, a Nebraska corporation, hereby (a) acknowledges that it has received a fully executed counterpart of the foregoing Real Estate Purchase and Sale Agreement; (b) accepts and agrees to act as the escrow agent thereunder, and to be bound thereby and perform the terms and conditions thereof as such terms and conditions apply to such escrow agent (including, without limitation, its customary strict joint order escrow instructions).

Escrow Agent:

First American Title Insurance Company, a Nebraska corporation

By: _____
Name: _____
Its: _____

Date: November ____, 2022

Address:

First American Title Insurance Company
Suite 300
2425 East Camelback Road
Phoenix, Arizona 85016
Attention: Alix Graham, Senior Commercial Escrow
Officer
E-Mail: agraham@firstam.com

Exhibit A -- Legal Description of Land

LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP THREE (3) NORTH, RANGE ONE (1) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ARIZONA DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE MARKING THE NORTHEAST CORNER OF SAID SECTION THIRTY-FIVE(35) FROM WHICH A 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE MARKING THE EAST QUARTER CORNER OF SAID SECTION THIRTY-FIVE(35) BEARS SOUTH 00°17'32" WEST, 2634.20 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 35, SOUTH 00 DEGREES 17 MINUTES 32 SECONDS WEST, A DISTANCE OF 902.95 FEET;

THENCE DEPARTING SAID SECTION LINE, NORTH 89 DEGREES 42 MINUTES 28 SECONDS WEST, A DISTANCE OF 65.27 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 75TH AVENUE ACCORDING TO DOCUMENT 1998-005222 OF MARICOPA COUNTY RECORDS ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 46 DEGREES 14 MINUTES 27 SECONDS WEST, A DISTANCE OF 28.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GOLDEN LANE ACCORDING TO DOCUMENT NUMBER 2004-1449244 OF MARICOPA COUNTY RECORDS;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 89 DEGREES 33 MINUTES 25 SECONDS WEST, A DISTANCE OF 1,248.49 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 00 DEGREES 17 MINUTES 38 SECONDS EAST, A DISTANCE OF 239.44 FEET;

THENCE SOUTH 88 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 1.80 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 13 SECONDS EAST, A DISTANCE OF 555.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OLIVE AVENUE;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OLIVE AVENUE, NORTH 88 DEGREES 34 MINUTES 21 SECONDS EAST, A DISTANCE OF 186.55 FEET;

THENCE SOUTH 77 DEGREES 32 MINUTES 29 SECONDS EAST, A DISTANCE OF 846.58 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 266.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 75TH AVENUE ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, WITH A CHORD BEARING OF SOUTH 01 DEGREE 15 MINUTES 6 SECONDS WEST, A CHORD DISTANCE OF 605.02 FEET;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A NON-TANGENT CURVE, HAVING A RADIUS OF 22,910.88 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 30 MINUTES 47 SECONDS, A DISTANCE OF 605.03 FEET TO THE POINT OF BEGINNING.

Exhibit B -- General Depiction of Development Parcel and Drainage Limited Parcels

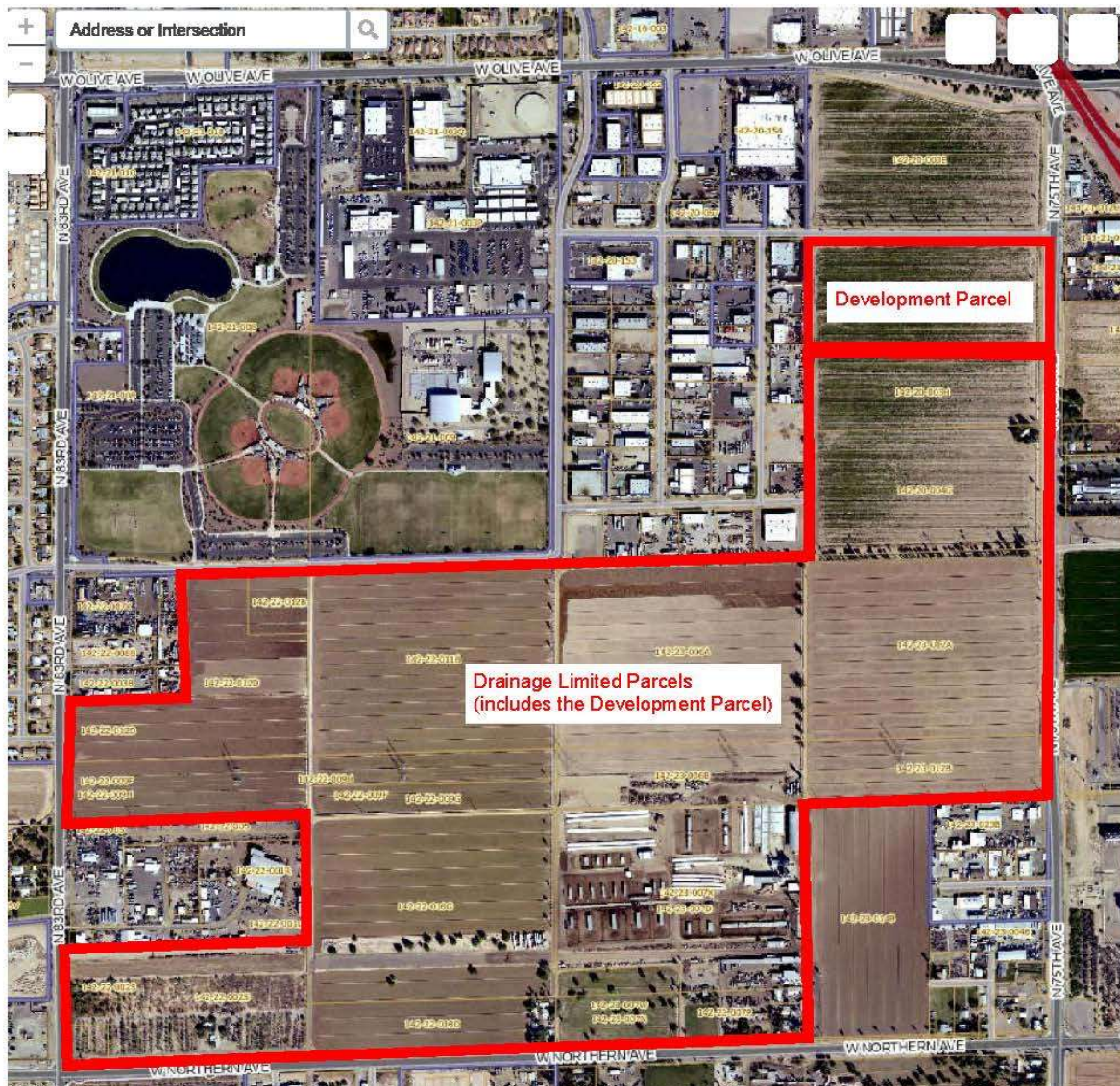


Exhibit C -- Form of Deed

WHEN RECORDED, RETURN TO:

Attn: _____

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned, VTRE Development, LLC, a Delaware limited liability company ("**Grantor**"), does hereby grant and convey to the City of Peoria, Arizona, an Arizona municipal body politic and corporate in perpetuity, that certain real property situated in the County of Maricopa, State of Arizona legally described as set forth on Exhibit A hereto ("**Property**"), together with all rights and privileges appurtenant thereto.

The Property is conveyed subject to all taxes and other assessments, reservations in patents, any matters which would be shown or discovered by a survey or inspection of the Property, all easements, rights of way, encumbrances, leases, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and no other, subject to the matters above set forth.

DATED this ____ day of _____, 2022.

VTRE Development, LLC, a Delaware limited liability
company

By: _____
David M. Harrison, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David M. Harrison, the Manager of VTRE Development, LLC, a Delaware limited liability company, as Grantor.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION